

Hearing Date and Time: September 22, 2010 at 10:00 a.m. (Prevailing Eastern Time)  
Objection Date and Time: September 15, 2010 at 4:00 p.m. (Prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	)	<b>Chapter 11 Case No.</b>
	)	
<b>LEHMAN BROTHERS HOLDINGS INC., <i>et al</i></b>	)	<b>08-13555 (JMP)</b>
	)	
<b>Debtors.</b>	)	<b>(Jointly Administered)</b>
	)	
	)	

**LIMITED OBJECTION TO DEBTORS' MOTION, PURSUANT TO RULE 9019  
OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND SECTION 363  
OF THE BANKRUPTCY CODE, FOR APPROVAL OF (I) A SETTLEMENT  
AGREEMENT BETWEEN THE DEBTORS AND AURORA BANK FSB  
REGARDING THE MASTER FORWARD AGREEMENT AND OTHER  
MATTERS AND (II) CERTAIN OTHER RELATED RELIEF, INCLUDING  
AUTHORIZATION OF (A) CERTAIN DEBTORS TO MAKE CAPITAL  
TRANSFERS, (B) LBHI TO ENTER INTO A CAPITAL MAINTENANCE  
AGREEMENT, AND (C) LBHI TO EXTEND THE DURATION OF THE  
AMENDED REPURCHASE AGREEMENT AND FINANCING FACILITY**

TO THE HONORABLE JAMES J. PECK  
UNITED STATES BANKRUPTCY JUDGE:

Clayton Services, Inc. ("Clayton") hereby objects to the entry of an order approving any  
compromise of controversies between the moving parties and Aurora Bank FSB ("FSB") to the  
extent such order might alter any rights of Clayton against FSB or any of the moving parties.

**Limited Objection**

1. Clayton and FSB were parties to a certain Master Servicing Agreement dated as of May 14, 2008 (the “Agreement”). Clayton performed all of its obligations under the Agreement. FSB, who was obligated to pay for such services, however, arranged for Lehman Brothers, Inc. (and/or other of the debtors) (“Debtors”) to make the actual payments.

2. By letter dated August 13, 2010, the Debtors, by and through their counsel, made demand upon Clayton for remittance of a certain sum to settle payments totaling \$793,887 (the “Payments”).

3. Clayton believes that all such payments relate to the Agreement, and would, to the extent recovered by the Debtors, give rise to an obligation on FSB’s part to pay Clayton a sum equal to any such recoveries.

4. Clayton expects to vigorously defend any action the Debtors may bring to recover the Payments, and by this limited objection seeks only that any order authorizing the relief sought by the Debtors preserve any and all rights Clayton may have against FSB. Clayton believes that neither FSB nor the Debtors intend to prejudice any of the rights of Clayton, the Debtors or FSB (the “Parties”) with respect to any arrangements among them or with respect to any of the Payments.

WHEREFORE, Clayton respectfully requests that the Court confirm that the entry of the relief sought by the Debtors shall not prejudice any of the rights of the Parties with respect to any arrangements among them or with respect to any of the Payments.

Dated: September 15, 2010  
New York, New York

/s/ Brian W. Harvey  
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